



# **Security Alarm Installation and Monitoring**

Terms and conditions

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## 1. Equipment

The Customer must use and test the Equipment in accordance with these Terms & Conditions, any User Guide for the Equipment and RAA's Secure Services – General Terms & Conditions.

## 2. Monitoring Services and Fee

In consideration for the provision of the Monitoring Services, the Customer must pay RAA the Monitoring Fee and must also pay RAA for services provided (at rates set by RAA from time to time), and reimburse RAA for any third party costs incurred (including for emergency services attendance), responding to a System Event in accordance with this Agreement.

## 3. Security patrol responses

- (a) RAA will dispatch a security patrol to attend at the Monitored Premises in accordance with the Customer Confidential Data and otherwise if RAA notifies a Nominated Contact that the Equipment has issued a System Event and that Nominated Contact requests RAA to dispatch a security patrol or RAA is unable to contact a Nominated Contact and RAA consider it appropriate in the circumstances.
- (b) Upon a security patrol arriving at the Monitored Premises, that security patrol may take such steps as it (on a reasonable basis) considers appropriate having regard to the assessment the security patrol is able to make as to the circumstances which may have resulted in the issue of the System Event.
- (c) The security patrol will cease taking action if a person at the Monitored Premises provides evidence satisfactory to the security patrol that they are the owner of the Monitored Premises or are authorised to act on behalf of the Customer.
- (d) Where RAA has dispatched a security patrol in accordance with this Agreement, it may invoice the Customer for the Security Patrol Response Fee. The Customer must pay that invoice within 30 days of receipt of RAA's invoice for that fee.

## 4. Routine inspections

- (a) The purpose of a Routine Inspection is to identify whether any repairs or maintenance are required to the Equipment or if parts of the Equipment need replacing.
- (b) The Customer must allow RAA access to the Monitored Premises and the Equipment to enable RAA to carry out Routine Inspections. If the Customer fails to provide such access the Customer must pay RAA's call-out fee as set by RAA from time to time, other than as provided below.
- (c) RAA will provide the Customer with not less than 7 days' notice (including by telephone) of the day which RAA will undertake a Routine Inspection and a period of 3 hours on that day during which the Routine Inspection may be commenced by RAA. RAA may change such day and period by 24 hours' notice to the Customer.

- (d) If RAA attends at the Monitored Premises on the day specified but outside the period indicated to the Customer, the Customer must, if the Customer is reasonably able, provide RAA with access to the Monitored Premises to carry out the Routine Inspection. If the Customer is not so able RAA will notify the Customer of a new day and period at which RAA will attend at the Monitored Premises. Where the Customer has not reasonably been able to provide access, then RAA's call-out fee is not payable.
- (e) All Routine Inspections will be carried out between the hours of 9:00am and 5:00pm Monday to Friday excluding public holidays.
- (f) In consideration for the undertaking of Routine Inspections, the Customer must pay to RAA the Routine Inspection Fee. The Routine Inspection Fee is payable in advance of the Routine Inspection occurring.
- (b) The Customer must pay RAA, at RAA's standard rates as set by RAA from time to time, for any repair, maintenance, supply and installation undertaken by RAA. Such payment will be due at the time reasonably determined by RAA (and RAA may, at its discretion, require all or part of such payment to be made prior to RAA commencing the work). RAA will issue an invoice to the Customer for any payment due by the Customer to RAA.
- (c) Paragraph (b) above does not apply to the extent that pursuant to a warranty under this Agreement or at law RAA is to bear the costs of undertaking the work.

## **5. Repair of Equipment**

- (a) If Equipment is damaged (including by a third party gaining unlawful or unauthorised entry into the Monitored Premises), fails to operate or requires replacement, RAA will, if requested by the Customer and provided the repair, maintenance or replacement is reasonably possible, undertake such repair and maintenance of the Equipment and supply and installation of replacement parts as necessary to rectify the damage, correct the failure or replace the relevant parts.

## **6. Damage repair authority**

- (a) Where the Customer has granted RAA a damage repair authority pursuant to this Agreement, then where RAA becomes aware that due to unlawful or unauthorised entry at the Monitored Premises there has been damage to the Monitored Premises which, in RAA's reasonable opinion, reduces the level of security at the Monitored Premises, RAA will arrange for provision of temporary measures to increase the level of security at the Monitored Premises.
- (b) The work which RAA will undertake pursuant to this clause 12 consists of temporary measures to increase security whilst the Customer arranges for the undertaking of permanent measures.

- (c) Irrespective of whether a damage repair authority has been granted, where a security patrol finds that the Monitored Premises has been damaged which damage, in RAA's reasonable opinion, reduces the level of security at the Monitored Premises RAA may, in its discretion, place a static guard or take other measures to protect the Monitored Premises as RAA considers appropriate, unless RAA is notified by a Nominated Contact (prior to the time RAA commences to take the measures) not to take such measures. Such action is in addition to any action which may be taken by RAA if it has been granted a damage repair authority.
- (d) The Customer must pay RAA, at RAA's standard rates as set by RAA from time to time, for any work undertaken by RAA under this clause (including under paragraph (c) above). Such payment will be due within 30 days of receipt of RAA's invoice.
- (b) RAA will endeavour to establish any required connection between the Monitoring Centre and an Existing Security System to enable RAA to provide services under this Agreement within 60 days of commencement of this Agreement. The Customer may terminate this Agreement if the connection between the Monitoring Centre and the Existing Security System is not established within 60 days of commencement of this Agreement.
- (c) When RAA has established the required connection, the Customer must pay RAA the agreed set-up fee. Such fee is payable within the period specified in RAA's invoice.
- (d) Where the Customer has requested and RAA has undertaken a review of the adequacy of the Existing Security System, the Customer must pay RAA the agreed review fee. Such fee is payable within the period specified in RAA's invoice.
- (e) Except to the extent of any review of the adequacy of, and/or upgrades or modifications of, the Existing Security System undertaken by RAA, unless RAA has installed the Existing Security System for the Customer under another contract in which case its degree of responsibility will be determined in accordance with that contract), RAA has no responsibility for the state of the Existing Security System, the design of the Existing Security System or any defects or deficiencies in respect thereof existing at the time of commencement of this Agreement.

## **7. Existing Security System**

- (a) Where there is an Existing Security System at the Monitored Premises and RAA has agreed to upgrade or modify that system then references in this Agreement to RAA supplying, delivering and installing Equipment are to be taken as references to RAA supplying, delivering and installing those parts required to undertake that upgrade or modification. Upon the completion of that installation then, unless the contrary intention appears, references in this Agreement to the Equipment include any Existing Security System.

- (f) Where RAA undertakes a review and advises the Customer of a defect or deficiency in an Existing Security System which the Customer elects not to have addressed, then to the extent permitted by law, RAA has no responsibility for the consequences of that defect or deficiency not being addressed.
- (g) Where RAA is providing Monitoring Services in respect of an Existing Security System, then references in this Agreement to the Equipment are to be read as references to that Existing Security System.
- (c) Under the 3 year labour warranty, where a replacement component is supplied to the Customer under paragraph (b) above to replace a defect in the Equipment notified to RAA within 3 years from the date of completion of installation of the Equipment, RAA will install the replacement component without charge to the Customer.
- (d) These express warranties:
  - (i) do not limit the operation of guarantees that apply under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure;
  - (ii) apply to defects existing at the time of installation of the Equipment;
  - (iii) do not apply to any defect in the Equipment caused by the Customer (including through misuse of the Equipment), defect caused by any third party (other than a contractor or supplier to RAA) or defect caused by a circumstance otherwise outside the control of RAA; and
  - (iv) do not apply to any Existing Security System but do apply to any modifications or upgrades made by RAA to such Existing Security System; and
  - (v) cease to apply if a person other than RAA (or any RAA person acting on behalf of RAA) performs work on the Equipment, other than with RAA's consent.

## 8. Express warranties

- (a) RAA provides the following warranties in relation to the Equipment:
  - (i) a 3 year replacement warranty in respect of any defect in the Equipment; and
  - (ii) a 3 year labour warranty in respect of any defect in the Equipment.
  - (iii) a 6 month warranty on batteries supplied – rechargeable or otherwise
- (b) Under the 3 year replacement warranty, if any component of the Equipment is defective and that defect is notified to RAA (by contacting RAA via the address or numbers set out on the inside cover of these terms and conditions) within 3 years of the date of completion of installation of the Equipment, RAA will supply to the Customer without charge a replacement component.

- (e) The Customer must allow RAA at reasonable times and on reasonable notice such access to the Monitored Premises for the purpose of inspecting the Equipment to determine if there is a valid warranty claim by the Customer and, if so, discharging RAA's express warranty responsibilities, and provide such co-operation and assistance, as RAA reasonably requests to enable RAA to undertake such inspection and discharge such warranties.
- (f) RAA provided warranty work is to be undertaken during normal business hours (Monday to Friday 8:30am to 5:00pm) only.

## 9. General Terms

These Terms & Conditions apply in addition to, and prevail over, RAA's Secure Services – General Terms & Conditions.

## Visit a local

### Metropolitan shops

#### Adelaide

41 Hindmarsh Square

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#### Colonnades

Shop 25, Centro Colonnades

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#### Elizabeth

Shop 147, Elizabeth Shopping Centre

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#### Marion

Shop 2042, Westfield Marion

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#### Mile End

101 Richmond Road

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#### Modbury

33 Smart Road

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#### West Lakes

Shop 31, Westfield West Lakes

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### Country shops

**Berri** 16 Wilson Street

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**Broken Hill** 320 Argent Street

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**Clare** 280 Main North Road

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**Gawler** 151 Murray Street

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**Kadina** 62 Graves Street

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**Mount Barker** 22–26 Adelaide Road

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**Mount Gambier** 55 Commercial Street West

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**Murray Bridge** 19 Bridge Street

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**Naracoorte** 88 Stewart Terrace

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**Port Augusta** 7 Caroon Road

---

**Port Lincoln** 2 Liverpool Street

---

**Port Pirie** 129 Ellen Street

---

**Renmark** 49 Renmark Avenue

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**Victor Harbor** 66 Ocean Street

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**Whyalla** 85 McDouall Stuart Avenue

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## Important contact information

### Phone

RAA Monitoring Centre **1300 555 120**

General enquiries **8202 4695**

Sales **8202 4671**



**raa.com.au/security**



**Your local RAA Shop**

See inside back cover for shop listings.

## Payment options



**BPAY biller code**

221804



**Pay by the month**

Have your payments deducted by direct debit from your bank, building society, credit union or credit card account. Call 8202 4885



**Pay by phone**

1300 729 722



**Pay on-line**

raa.com.au



**Pay in person**

Make payment at any RAA Shop. See inside back cover for shop listings.



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**8202 4695**